PTO/SB/82 (01-06)

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		Application Number	09/552131	$\overline{}$
	REVOCATION OF POWER OF	Filing Date	04/19/2000	
	ATTORNEY WITH	First Named Inventor	Anu Melkote	
NEW POWER OF ATTORNEY AND CHANGE OF CORRESPONDENCE ADDRESS	Art Unit	2162		
	CHANGE OF CORRESPONDENCE ADDRESS	Examiner Name	To, Baoquoc N.	
ͺ`	STIMILE OF CONTREOR ONDERICE ADDITES	Attorney Docket Number	199-1997	

I hereby revoke all previous powers of attorney given in the above-identified application.							
A Power of Attorney is submitted herewith.							
OR I hereby appoint the practitioners associated with the Customer Number: 28395							
X Please change the correspondence address for the above-identified application to: X The address associated with Customer Number: 28395							
OR							
	Firm or Individual Name						
Address							
City			State			Zip	
Country							
Telephone			Email				
l am the: Applicant/Inventor. Assignee of record of the entire interest. See 37 CFR 3.71. Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)							
SIGNATURE of Applicant or Assignee of Record							
Signature Payor of Commelle							
	Raymond B. Coppletite						
Date 12/19/06					-337-10		
NOTE. Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one aignature is required, see below*.							

^{*}Total of ___ ____forms are submitted.

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STATEMENT UNDER 37 CFR 3.73(b)				
Applicant/Patent Owner:Damian Porcari				
Application No./Patent No.: 09/552131 Filed/Issue Date: 04/19/2000				
Entitled: ON-LINE INVENTION DISCLOSURE SYSTEM				
Ford Global Technologies, LLC . acorporation (Name of Assignee) . The corporation (Type of Assignee, e.g., corporation, partner	ship, university, government agency, etc.)			
states that it is: 1. \square the assignee of the entire right, title, and interest; or				
2. $[X]$ an assignee of less than the entire right, title and interest (The extent (by percentage) of its ownership interest is%)				
in the patent application/patent identified above by virtue of either:				
A A An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel Frame, or for which a copy thereof is attached.				
OR B. \(\subseteq \) A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:				
From: Damian Porcari To Ford Global Technologies, Inc. The document was recorded in the United States Patent and Trademark Office at Reel ()11150. Frame 0536 To for which a copy thereof is attached.				
2 From: Ford Global Tech, Inc. To: Ford Global Technologies, LLC The document was recorded in the United States Patent and Trademark Office at Reel _010755Frame380				
3. From:To:				
The document was recorded in the United States Patent and Trademark Office Reel, Frame, or for which a copy ther	eat eof is attached.			
Additional documents in the chain of title are listed on a supplemental sheet.				
As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.				
[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]				
The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.				
	12/19/06			
Signature Raymond L. Coppiellie	Date 313-337-1069			
Printed or Typed Name	Telephone Number			
Assistant Secretary				
Title	off but he as the which is to file and but he			
This collection of information is required by 37 CFR 3.73(b) The information is required to obtain or retain a ben	on by the public which is to me (and by the			

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNMENT

WHEREAS. THE UNDERSIGNED.

has/have invented certain new and useful improvements in:

Attorney Docket No. 199-1997 entitled: ON-LINE INVENTION DISCLOSURE SYSTEM

for which I/we intend to make application for Letters Patent of the United States listing the following as inventors:

Kelly Slank

Damian Porcari

Anuradha Melkote; and

WHEREAS, FORD GLOBAL TECHNOLOGIES, INC., a corporation organized and existing by virtue of the laws of the State of Michigan, having its principal place of business at Dearborn, County of Wayne, and State of Michigan, is desirous of acquiring an interest therein;

NOW, THEREFORE, pursuant to my employment agreement heretofore made with FORD GLOBAL TECHNOLOGIES, INC., or by my contractual obligation, I do sell, assign and transfer unto FORD GLOBAL TECHNOLOGIES, INC., the full and exclusive right for the United States of America and for all foreign countries to the said invention, as described in the specification executed by me on the date listed below, preparatory to obtaining Letters Patent of the United States therefor (and I hereby authorize my attorneys to insert the serial number and filing date herein:

Serial No. Filing Date), and I hereby request the Commissioner of Patents and Trademarks to issue said Letters Patent to FORD GLOBAL TECHNOLOGIES, INC., as the assignee. Executed by:

NAME	SIGNATURE	DATE
Damian Porcan 37355 Brookwood Farmington Hills, MI 48331 US	1512	4-12.00

Porcari

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of February 25, 2003, is entered into by and between Ford Global Technologies, Inc., a Michigan corporation ("FGTI"), and Ford Global Technologies, LLC, a Delaware limited liability company ("FGTLLC"). FGTI and FGTLLC are hereinafter sometimes collectively referred to as the "Constituent Entities."

WITNESSETH:

WHEREAS, FGTI is the Sole Member of FGTLLC; and

WHEREAS, the board of Directors of FGTI has determined that it is advisable and in the best interests of each such entity and FGTI's shareholder that FGTI be merged into and with FGTLLC, pursuant to Section 18-209 of the Delaware Limited Liability Company Act ("DELLCA"), Section 450.1736-736 of the Business Corporation Act of Michigan "BCAM"), Section 332 of the Internal Revenue Code (the "Code"), and upon the terms and subject to the conditions set forth in this Agreement (the "Merger"); and

WHEREAS, the Board of Directors of FGTI has adopted resolutions approving this Agreement and Plan of Merger and authorizing the execution hereof; and

WHEREAS, on the date of this Agreement, the equity interest of FGTLLC consists of 100 percent limited liability company interest, all of which is issued and outstanding and no class of limited liability company interest is entitled to vote as a class or series; and

WHEREAS, on the date of this Agreement the equity interest of FGTI consists of 500 shares of Common Stock, 10 of which are issued and outstanding and entitled to vote, and no class of stock is entitled to vote as a class or series.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants herein contained, FGTI and FGTLLC hereby agree as follows:

1. Merger. Subject to the terms hereof and in accordance with the applicable provisions of the DELLCA and BCAM and Section 332 of the Code, FGTI shall be merged with and into FGTLLC and FGTLLC shall be the surviving entity (hereinafter sometimes referred to as the "Surviving Entity"). Appropriate documents necessary to effectuate the Merger shall be filed with the Secretary of State of the State of Delaware and the Secretary of State of the State of the State of Michigan and the Merger shall become effective at 12:01 a.m. Eastern Standard Time on March 1, 2003 (the "Effective Time").

- 2. Principal Place of Business: The principal place of business of the Surviving Entity shall be: One Parklane Blvd., 600 Parklane Towers East, Dearborn, Michigan 48126.
- Conversion of Shares. The outstanding shares of FGTI Common Stock issued and outstanding immediately prior to the merger shall be converted into a proportionate member interest in the Surviving Entity at the Effective Time of the Merger.
- 4. <u>Governing Documents</u>. The Certificate of Formation and the Limited Liability Company Agreement (the "LLC Agreement") as in effect immediately prior to the Effective Time, until further amended, shall be and remain the Certificate of Formation and the LLC Agreement of the Surviving Entity following the merger.
- 5. Officers and Managers/Directors. The persons who are Officers and Managers of FGTLLC immediately prior to the Effective Time shall, after the Effective Time, be the officers and managers of the Surviving Entity, without change until their successors have been duly elected and qualified in accordance with the Certificate of Formation and LLC Agreement of the Surviving Entity.
- Succession. At the Effective Time, the separate corporate existence of FGTI shall cease. At the Effective Time, (i) all the rights, privileges, powers and franchises of a public and private nature of each of the Constituent Entities, subject to all the restrictions, disabilities and duties of each of the Constituent Entities; (ii) all assets, property, real, personal and mixed, and all intellectual property (including but not limited to all patents, patent applications, trademarks and copyrights), belonging to each of the Constituent Entities; and (iii) all debts due to each of the Constituent Entities on whatever account, and all other things in action shall succeed to, be vested in and become the property of the Surviving Entity without any further act or deed as they were of the respective Constituent Entities. The title to any real estate vested by deed or otherwise and any other asset, in either of such Constituent Entities, shall not revert or be in any way impaired by reason of the Merger, but all rights of creditors and all liens upon any property of FGTI shall be preserved unimpaired. To the extent permitted by law, any claim existing or action or proceeding pending by or against either of the Constituent Entities may be prosecuted as if the Merger had not taken place. All debts. liabilities and duties of the respective Constituent Entities shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it. All acts, plans, policies, agreements, arrangements, approvals and authorizations of FGTI, its shareholder and agents which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Entity and shall be as effective and binding thereon as the same were with respect to FGTI. The employees and agents of FGTI shall become the employees and agents of the Surviving Entity and continue to be entitled to the same rights and benefits which they enjoyed as employees and agents of FGTI unless altered by agreement of FGTLLC and such employee.

- 7. Further Assurances. Form time to time, as and when required by the Surviving Entity or by its successors or assigns, there shall be executed and delivered on behalf of FGTI, such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Entity the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of FGTI, and otherwise to carry out the purposes of this Agreement. The Officers and Managers of the Surviving Entity are fully authorized in the name and on behalf of FGTI or otherwise, to take any and all such actions and to execute and deliver any and all such deeds and other instruments.
- Amendment and Modification. To the extent permitted by law, this Agreement may be amended, modified, or supplemented at any time prior to the Effective Time with respect to any of the terms contained herein, whether prior to or subsequent to the approval of the shareholder of FGTI and the Member of FGTLLC.
- Counterparts. This Agreement may be executed in one or more counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.
- Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, FGTI and FGTLLC have caused this Agreement to be executed and delivered as of the date first written above.

> FORD GLOBAL TECHNOLOGIES, INC. a Michigan corporation

FORD GLOBAL TECHNOLOGIES, LLC a Delaware limited liability company